



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 19, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 March 19, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COOPERATIVE AGREEMENT BETWEEN LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE CITIES OF ARCADIA AND SIERRA MADRE, AND THE RAYMOND BASIN MANAGEMENT BOARD SANTA ANITA STORMWATER FLOOD MANAGEMENT AND SEISMIC STRENGTHENING PROJECT (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

This action is to enter into a cooperative agreement with the Cities of Arcadia and Sierra Madre and the Raymond Basin Management Board related to construction of improvements at the Los Angeles County Flood Control District's Santa Anita Dam, Santa Anita Headworks, Santa Anita Debris Dam, and Santa Anita Spreading Grounds as part of the Santa Anita Stormwater Flood Management and Seismic Strengthening Project. The agreement provides for the Cities of Arcadia and Sierra Madre and the Raymond Basin Management Board to fund \$2 million of the actual costs incurred for the construction of the project, which will be administered by Public Works on behalf of the Los Angeles County Flood Control District.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the Cities of Arcadia and Sierra Madre and the Raymond Basin Management Board related to the construction of improvements to flood control and spreading grounds facilities in the Santa Anita Canyon Watershed. The Cities of Arcadia and Sierra Madre and

the Raymond Basin Management Board will pay the Los Angeles County Flood Control District a total of \$2 million for project construction costs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Santa Anita Stormwater Flood Management and Seismic Strengthening Project (Project) involves improvements at the Santa Anita Dam, Santa Anita Headworks, Santa Anita Debris Dam, and Santa Anita Spreading Grounds to enhance seismic stability and increase the potential for groundwater recharge to the Raymond Basin, an adjudicated groundwater basin.

The Cities of Arcadia and Sierra Madre and the Raymond Basin Management Board have proposed to contribute an aggregate amount of \$2 million toward the construction costs of the Project.

The purpose of the recommended action is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into a cooperative agreement with the Cities of Arcadia and Sierra Madre and the Raymond Basin Management Board to accept and memorialize the terms of the these contributions for the Project.

The cooperative agreement will be substantially similar in form and content to the enclosed agreement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Fiscal Sustainability (Goal 2) and Integrated Services Delivery (Goal 3). This action is consistent with those goals as it augments LACFCD's funding sources and maintains a collaborative partnership with local agencies to increase the local flood protection and groundwater supply, which will improve the quality of life for citizens of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction cost of the Project is \$40 million. The State Department of Water Resources has awarded the LACFCD a Proposition 1E grant of \$20 million for this Project. The Cities of Arcadia and Sierra Madre and the Raymond Basin Management Board will pay the LACFCD a total of \$2 million for the Project construction costs. Sufficient funds for the remaining project costs, including project environmental permits, design, construction, and construction support costs are available in Fiscal Year 2012-13 and Recommended Fiscal Year 2013-14 Flood Control District Fund Budgets. Additional funds will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

One of the benefits of the Project is to enhance the LACFCD's ability to recharge the East Raymond Groundwater Basin (ERGB) a subunit of the Raymond Basin, an adjudicated groundwater basin in the County of Los Angeles.

LACFCD has an ongoing interest and commitment to partner with local agencies to improve stormwater flood management and groundwater recharge benefits. The Cities of Arcadia and Sierra Madre are the only groundwater producers in the ERGB. The Raymond Basin Management Board serves as the Watermaster for the Raymond Basin.

LACFCD executed an Agreement with the Cities of Arcadia and Sierra Madre in September 2009 to cooperatively pursue projects to maximize potential increase in water production in the ERGB and to pursue Federal funding for such projects. The ERGB program, which was developed to improve local water supply reliability was authorized to receive \$20 million in funding under the Federal Water Resources Development Act. However, funding was not appropriated.

A portion of the Project has already been constructed as part of the Santa Anita Dam Riser Modification and Reservoir Sediment Removal Project. The Board authorized the Chief Engineer of the LACFCD to advertise and award a construction contract for this portion of the Project on March 30, 2010, and construction is scheduled for completion in March 2013.

On April 5, 2011 (Agenda Item No. 24), the Board adopted a resolution authorizing the Chief Engineer of the LACFCD to apply for a \$20 million State Proposition 1E grant from the State Department of Water Resources for the Project and to enter into a grant agreement with the State if the grant was awarded. The grant was awarded to the LACFCD, and the Chief Engineer of the LACFCD entered into a grant agreement with the State on January 17, 2013. The State grant requires a 50 percent match (\$20 million) of local funds.

Under the terms of the proposed agreement, the Cities of Arcadia and Sierra Madre and the Raymond Basin Management Board will pay LACFCD a total of \$2 million (10 percent of the local finding match) for the Project construction costs. The cooperative agreement will be substantially similar in form and content to the enclosed agreement, which has been approved as to form by County Counsel.

LACFCD proposes to design and construct the Project; and be responsible for environmental documentation, permitting, administration, and project management.

Following completion of design and obtaining necessary permits, we will return to the Board to approve the Project, advertise, and award the construction contract.

ENVIRONMENTAL DOCUMENTATION

On June 9, 2009, the Board certified a Final Environmental Impact Report for the Santa Anita Dam Riser Modification and Reservoir Sediment Removal Project.

With respect to the remainder of the Project components, the proposed cooperative agreement is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. This proposed action would create a government funding mechanism that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval to enter into a cooperative agreement will offset the cost of the Project that will ultimately enhance stormwater flood management and groundwater recharge in the ERGB to benefit the residents of the County of Los Angeles.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:CS:yg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT

This Cooperative Agreement (hereinafter referred to as Agreement) is entered into by and between the Los Angeles County Flood Control District (hereinafter referred to as the District); the City of Arcadia (herein referred to as Arcadia) and the City of Sierra Madre (hereinafter referred to as Sierra Madre) (collectively referred to as the Cities); and the Raymond Basin Management Board (herein referred to as Board).

RECITALS

WHEREAS, the District is a body corporate and politic, organized and operating under the provisions of the Los Angeles County Flood Control Act; and

WHEREAS, the District operates flood control and water conservation facilities in Los Angeles County, including Santa Anita Dam and Reservoir, Santa Anita Debris Dam, Santa Anita Wash Diversion Structure, and Santa Anita Spreading Grounds, that capture storm flows used to replenish groundwater basins in Los Angeles County, including the East Raymond Basin (hereinafter referred to as Basin); and

WHEREAS, the Cities and Board each hold water rights in the East Raymond Basin within the San Gabriel Valley in the County of Los Angeles (herein referred to as the County) and extract groundwater to supply their communities with potable water; and

WHEREAS, the State has determined that the Santa Anita Dam and Santa Anita Debris Dam do not meet the Division of Safety of Dams' standards for seismic and spillway capacity, and as such the State has restricted the Santa Anita Dam and Santa Anita Debris Dams' maximum long-term storage elevations; and

WHEREAS, the restriction on the storage capacities at the Santa Anita Dam and Santa Anita Debris Dam limit the District's ability to detain storm flows for subsequent spreading at the Santa Anita Spreading Grounds and Sierra Madre Spreading Grounds for groundwater recharge; and

WHEREAS, the District has been awarded a Proposition 1E Grant to partially fund the Santa Anita Stormwater Flood Management and Seismic Strengthening Project (hereinafter referred to as Project) to retrofit Santa Anita Dam and Santa Anita Debris Dam to address the State's seismic and spillway requirements and to improve efficiency of Santa Anita Spreading Grounds and Santa Anita Wash Diversion Structure; and

WHEREAS, each of the Cities, the Board, and the District will derive benefits from the implementation of the Project.

NOW, THEREFORE, in consideration of the foregoing and of the mutual benefits to be derived by the parties, it is hereby agreed as follows:

1. The District shall be responsible for all aspects of the Project including, but not limited to, planning, design, administration and management of the construction contract, professional consultant services, quality control and quality assurance.
2. Arcadia shall pay the District a total of \$864,126 in accordance with the attached payment schedule to be used for the construction of the Project. The \$864,126 shall be used solely for construction activities performed by the District and its contractors and subcontractors, as stated above, for the construction of the Project inclusive of all contract and construction management, and quality assurance activities by the District and its contractors.
3. Sierra Madre shall pay the District a total of \$900,938 in accordance with the attached payment schedule to be used for the construction of the Project. The \$900,938 shall be used solely for construction activities performed by the District and its contractors and subcontractors, as stated above, for the construction of the Project inclusive of all contract and construction management, and quality assurance activities by the District and its contractors.
4. Board shall pay the District a total of \$234,936 in accordance with the attached payment schedule to be used for the construction of the Project. The \$234,936 shall be used solely for construction activities performed by the District and its contractors and subcontractors, as stated above, for the construction of the Project inclusive of all contract and construction management, and quality assurance activities by the District and its contractors.
5. The Cities and Board shall provide assistance with community relations and expediting permit processing in connection with the Project, and shall support District's Project related efforts to cost-effectively maintain the capacity and operability of Santa Anita Dam and Reservoir, Santa Anita Debris Basin, Santa Anita Spreading Grounds, and Santa Anita Sediment Placement Site.
6. Sierra Madre shall indemnify, defend, and hold harmless, District, Arcadia, and Board and their respective officers, employees, and agents from and against any claims, demands, liability, damages, costs and expense, including, without limitation, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to any breach of the Sierra Madre's obligations under this Agreement.

7. Arcadia shall indemnify, defend, and hold harmless, District, Sierra Madre, and Board and their respective officers, employees, and agents from and against any claims, demands, liability, damages, costs and expense, including, without limitation, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to any breach of the Arcadia's obligations under this Agreement.
8. Board shall indemnify, defend, and hold harmless, District, Sierra Madre, and Arcadia and their respective officers, employees, and agents from and against any claims, demands, liability, damages, costs and expense, including, without limitation, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to any breach of the Board's obligations under this Agreement.
9. The District shall indemnify, defend, and hold harmless Arcadia, Sierra Madre, and Board and their respective officers and employees from and against any claims, demands, liability, damage, costs and expenses, including, without limitation attorney fees and costs of litigation involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of (i) a breach of the District's obligations under this Agreement, or (ii) any act or omission or willful misconduct of the District or its officers, agents, employees, design engineering/geotechnical firms/construction contractors, or any of their contractors or subcontractors, in any way relating to the District's performance of any obligation of the District under this Agreement. The District's obligations under this paragraph shall not apply to Arcadia, Sierra Madre, or Board, respectively, or to their respective officers and employees, to the extent that any claim, demand, liability, damage, cost or expenses was caused by the respective negligence or willful misconduct of Arcadia, Sierra Madre, or Board or any of their respective officers or employees..
10. This Agreement shall be effective on the later date it is executed by all parties and, except for the parties' respective indemnification, defense and hold harmless obligations, shall terminate upon the last date of the completion of the construction of the Project and upon all payments/reimbursements.
11. Following the execution of the Agreement, any party may request a modification to this Agreement which the requesting party believes is necessary due to unforeseen changed circumstances. No modification or amendment of this Agreement shall be valid unless said modification is in writing and is executed by all parties to this Agreement.

12. No party to this Agreement shall either voluntarily or by the operation of law, assign, or transfer its right, nor delegate its duties to any other party without first obtaining the written consent of the other parties to this Agreement. Such consent shall not be unreasonably withheld. No assignment hereto shall operate to discharge a party to this Agreement of any duty or obligation hereunder without the written consent of the other parties.
13. Notwithstanding any other provision of this Agreement, District may determine not to implement the Project, or any portion of the Project if, after the environmental review pursuant to the California Environmental Quality Act has been completed, District determines that the Project, or any portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated. In the event that District, pursuant to this paragraph, determines not to implement the Project, this Agreement shall be deemed terminated and District shall repay any funds previously paid by Cities or Board, and the parties shall have no further obligations to each other under this Agreement. In the event that District, pursuant to this paragraph, determines not to implement any portion of the Project, this Agreement shall be deemed terminated as to that portion of the Project and District shall repay any funds previously paid by Cities or Board attributable to that portion of the Project, and the parties shall have no further obligations to each other under this Agreement as to that portion of the Project.
14. Authority and Counterparts. The persons signing this Agreement represent and warrant that they are authorized to do so by the party for whom they are signing. This Agreement may be executed in counterparts; each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By _____
Chief Engineer

Date _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

Date _____

RAYMOND BASIN MANAGEMENT
BOARD

By _____
Executive Officer

Date _____

CITY OF ARCADIA

By _____
City Manager

Date _____

CITY OF SIERRA MADRE

By _____
City Manager

Date _____

APPROVED AS TO FORM:

City Attorney, Arcadia

APPROVE AS TO FORM:

City Attorney, Sierra Madre

	Total Payment Amount	1st Payment Amount	1st Payment Due Date	2nd Payment Amount	2nd Payment Due Date
City of Arcadia	\$ 864,126	\$ 690,000	5/31/2014	\$ 174,126	5/31/2015
City of Sierra Madre	\$ 900,938	\$ 450,469	5/31/2015	\$ 450,469	5/31/2016
Raymond Basin Management Board	\$ 234,936	\$ 117,468	5/31/2014	\$ 117,468	5/31/2015